

CAHILL GORDON & REINDEL

EIGHTY PINE STREET

NEW YORK, N.Y. 10005

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RECORDATION NO

16503

FILED 1425

SEP 6 1989 -2 15 PM

INTERSTATE COMMERCE COMMISSION

September 5, 1989

SAMUEL ESTREICHER
RICHARD A. MAHFOOD, Q.C. **
MICHAEL S. SACKHEIM
JOHN J. STANTON, JR.
COUNSEL

FREDDY DRESSEN ***
EUROPEAN COUNSEL

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* ADMITTED D.C. ONLY
** ALSO ADMITTED ENGLAND AND JAMAICA
*** ADMITTED FRANCE ONLY

TELEPHONE 212-701-3000

WRITER'S DIRECT NUMBER

(212) 701-3186

Re: The Empire District Electric Company
Documents for Recordation

Dear Secretary:

Enclosed for recording pursuant to Section 11303 of Title 49 of the U.S. Code, please find two copies of the document described below. Executed copies of the document are not available. I have therefore enclosed affidavits from the Company to the effect that the enclosed documents are true, correct and complete, conformed copies of the original.

This document is the second supplement to a mortgage, a secondary document, dated as of January 1, 1948.

The primary document to which this document is connected is being recorded at the same time.

The names and addresses of the parties are as follows:

Mortgagor: The Empire District Electric Company, 602 Joplin Street, Joplin, Missouri

Trustees: Harris Trust and Savings Bank, 115 West Monroe Street, Chicago, Illinois; The Joplin National Bank and Trust Company, Joplin, Missouri

Included in the property covered by this document are

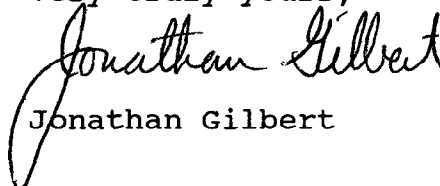
*Copy of document
for filing*

railroad cars intended for use related to interstate commerce, or interests therein, owned by The Empire District Electric Company at the date of the said document or thereafter acquired by it or its successors, including 125 railroad cars identified as: Bethgon gondola-type cars, bearing the following identification marks: EDEX 89-001, EDEX 89-002 and EDEX 89-100 through EDEX 89-222.

A short summary of the document to appear in the index follows: Second supplement to mortgage and deed of trust between The Empire District Electric Company, 602 Joplin Street, Joplin, Missouri, as mortgagor, and Harris Trust and Savings Bank, 115 West Monroe Street, Chicago, Illinois and The Joplin National Bank and Trust Company, Joplin, Missouri, dated as of January 1, 1948, and covering real and personal property, including all rolling stock owned or acquired by mortgagor, including 125 Bethgon gondola-type cars, bearing the following identification marks: EDEX 89-001, EDEX 89-002 and EDEX 89-100 through EDEX 89-222.

A fee of \$13.00 is enclosed. Please return any documents not needed by the Commission for recordation to the undersigned. If you have any questions about this filing, please do not hesitate to call me at (212) 701-3186.

Very truly yours,



Jonathan Gilbert

Secretary
Interstate Commerce Commission
Washington, D.C. 20423

[Enclosures]

By Hand

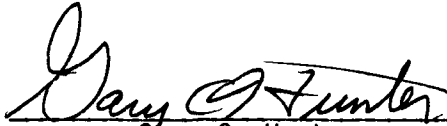
Officer's Affidavit of
The Empire District Electric Company

The undersigned officer of The Empire District Electric Company hereby certifies that:

I am familiar with the Indenture of Mortgage and Deed of Trust ("Mortgage"), dated as of September 1, 1944, between The Empire District Electric Company, as party of the first part, and Harris Trust and Savings Bank and The Joplin National Bank and Trust Company, as trustees, parties of the second part, as amended and supplemented by fifteen supplemental indentures.

Attached hereto is a true, correct and complete, conformed copy of either the Mortgage or one of the fifteen aforementioned supplemental indentures.

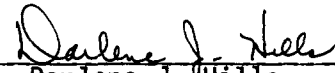
IN WITNESS WHEREOF, I have hereunto set my hand this 1st day of September, 1989.



Gary C. Hunter
Secretary-Treasurer

State of Missouri)
) ss:
County of Jasper)

On this 1st day of September, 1989, before me, personally appeared Gary C. Hunter, to me known to be the person described in and who executed the foregoing instrument and he acknowledged that he executed the same as his free act and deed.



Darlene J. Hills
Notary Public

My Commission expires September 12, 1990.

16503 *h*
RECORDATION NO _____ FILED 1425

SEP 6 1989 -2 15 PM

INTERSTATE COMMERCE COMMISSION

THE EMPIRE DISTRICT ELECTRIC COMPANY

TO

HARRIS TRUST AND SAVINGS BANK

AND

THE JOPLIN NATIONAL BANK AND TRUST COMPANY,
TRUSTEES

Second Supplemental Indenture

Dated as of January 1, 1948.

(Supplemental to Indenture dated as of September 1, 1944)

SUPPLEMENTAL INDENTURE dated as of January 1, 1948, between THE EMPIRE DISTRICT ELECTRIC COMPANY, a corporation organized and existing under the laws of the State of Kansas (hereinafter called the "Company"), party of the first part, and HARRIS TRUST AND SAVINGS BANK, a corporation organized and existing under the laws of the State of Illinois and having its principal place of business at No. 115 West Monroe Street, in the City of Chicago, Illinois, and THE JOPLIN NATIONAL BANK AND TRUST COMPANY, a corporation organized and existing under the laws of the United States of America and having its principal place of business in the City of Joplin, Missouri (hereinafter sometimes called respectively the "Principal Trustee" and the "Missouri Trustee" and together the "Trustees" and each thereof a "Trustee"), as Trustees, parties of the second part.

WHEREAS the Company has heretofore executed and delivered to the Trustees its Indenture dated as of September 1, 1944 (hereinafter sometimes referred to as the "Original Indenture") to secure an issue of First Mortgage Bonds of the Company, issuable in series, and issued thereunder its First Mortgage Bonds, 3½% Series due 1969, due September 1, 1969, in the aggregate principal amount of \$10,600,000, being the initial series of bonds issued under the Original Indenture; and

WHEREAS the Company has heretofore executed and delivered to the Trustees a Supplemental Indenture dated as of June 1, 1946 (hereinafter sometimes referred to as the "First Supplemental Indenture") supplemental to the Original Indenture, creating a series of bonds designated "First Mortgage Bonds, 2⅞% Series due 1976", limited to \$2,000,000 aggregate principal amount, which have been issued under the Original Indenture and the First Supplemental Indenture; and

WHEREAS, since the execution and delivery of the First Supplemental Indenture, the Company has acquired certain additional property hereinafter described or mentioned, and, in compliance with its covenants in the Original Indenture, desires, by this Supplemental Indenture, to evidence the subjection of such additional property to the lien of the Original Indenture; and

WHEREAS, as provided by the Original Indenture, the Board of Directors of the Company, by resolution, has authorized a new series of bonds, to mature January 1, 1978, and to be designated as "First Mortgage Bonds, 3½% Series due 1978", and has authorized provisions permitted by the Original Indenture in respect of the bonds of such series; and

WHEREAS the Board of Directors of the Company has authorized the Company to enter into this Second Supplemental Indenture conveying to the Trustees and subjecting to the lien of the Original Indenture the property hereinafter described or mentioned, and creating and designating the new series of bonds, and specifying the form and provisions of the bonds of such series authorized by the Board of Directors as aforesaid and provided or permitted by the Original Indenture; and

WHEREAS the definitive First Mortgage Bonds, 3½% Series due 1978, the interest coupons to be attached to such Bonds and the Principal Trustee's Certificate of Authentication to be endorsed thereon, are to be substantially in the forms following respectively:

[FORM OF COUPON BOND, 3½% SERIES DUE 1978]

THE EMPIRE DISTRICT ELECTRIC COMPANY

FIRST MORTGAGE BOND

3½% SERIES DUE 1978

DUE JANUARY 1, 1978

No.

\$1,000.00

THE EMPIRE DISTRICT ELECTRIC COMPANY, a corporation organized and existing under the laws of the State of Kansas (hereinafter sometimes called the Company), for value received, hereby promises to pay to bearer, or in case this bond be registered, to the registered owner hereof, on January 1, 1978 (unless this bond shall have been called for previous redemption and provision made for the payment of the re-

demption price thereof), One Thousand Dollars (\$1,000), at its office or agency in the City of Chicago, Illinois, and semi-annually on the first day of July and on the first day of January in each year, to pay interest thereon at said office or agency, or at the office or agency of the Company in the Borough of Manhattan, the City of New York, at the rate of $3\frac{1}{2}\%$ per annum from the date hereof until the Company's obligation with respect to such principal sum shall be discharged, but, until maturity, only upon presentation and surrender of the annexed coupons as they become due. Both the principal of and the interest on this bond shall be payable in any coin or currency of the United States of America which at the time of payment shall be legal tender for the payment of public and private debts.

This bond is one of an issue of bonds of the Company, known as its First Mortgage Bonds, issued and to be issued in one or more series under and equally and ratably secured (except as any sinking, amortization, improvement or other fund, established in accordance with the provisions of the indenture hereinafter mentioned, may afford additional security for the bonds of any particular series) by a certain mortgage and deed of trust, dated as of September 1, 1944, made by the Company to Harris Trust and Savings Bank and The Joplin National Bank and Trust Company, as Trustees (hereinafter called the Trustees), that certain First Supplemental Indenture made by the Company to the Trustees, dated as of June 1, 1946, and that certain Second Supplemental Indenture made by the Company to the Trustees, dated as of January 1, 1948 (said mortgage and deed of trust and said indentures supplemental thereto being hereinafter collectively called the "Indenture"), to which Indenture (and to all indentures supplemental thereto) reference is hereby made for a description of the property mortgaged, the nature and extent of the security, the rights and limitations of rights of the Company, the Trustees, and the holders of said bonds and of the coupons appurtenant to coupon bonds, under the Indenture, and the terms and conditions upon which said bonds are secured, to all of the provisions of which Indenture and of all such supplemental indentures in respect of such security, including the provisions of the Indenture permitting the issue of bonds of any series for property which, under the restrictions and limitations therein specified, may be subject to liens prior to the lien of the Indenture, the holder, by accepting this bond, assents. To the extent permitted by and as provided in the Indenture, the rights and obligations of the Company and of the holders of said bonds and coupons (including those pertaining to any sinking or other fund) may be changed and modi-

fied, with the consent of the Company, by the holders of at least 75% in aggregate principal amount of the bonds then outstanding, such percentage being determined as provided in the Indenture; *provided, however,* that without the consent of the holder hereof no such modification or alteration shall be made which will extend the time of payment of the principal of or the interest on this bond or reduce the principal amount hereof or the rate of interest hereon or effect any other modification of the terms of payment of such principal or interest or will permit the creation of any lien ranking prior to or on a parity with the lien of the Indenture on any of the mortgaged property, or will deprive any non-assenting bondholder of a lien upon the mortgaged property for the security of his bonds, or will reduce the percentage of bonds required for the aforesaid action under the Indenture. This bond is one of a series of bonds designated as the First Mortgage Bonds, 3½% Series due 1978, of the Company.

The bonds of this series are subject to redemption at any time prior to maturity, upon not less than 30 nor more than 60 days' prior notice, in whole or in part, at the option of the Company, all as more fully provided in the Indenture, at the following percentages of the principal amounts thereof, during the respective twelve months' periods beginning January 1 in each of the following years:

Beginning January 1	Percentage	Beginning January 1	Percentage
1948	105¾	1963	103¾
1949	105⅝	1964	103½
1950	105½	1965	103¼
1951	105⅜	1966	103
1952	105¼	1967	102⅞
1953	105⅛	1968	102¾
1954	105	1969	102½
1955	104⅞	1970	102¼
1956	104¾	1971	102
1957	104⅝	1972	101¾
1958	104½	1973	101½
1959	104⅜	1974	101¼
1960	104¼	1975	101
1961	104⅛	1976	100¾
1962	104	1977	100

together in each case with accrued and unpaid interest to the date fixed for redemption.

The bonds of this series are entitled to the benefit of the Sinking Fund provided for this series in the Indenture and, in the manner and to the extent provided in the Indenture, any one or more of the bonds of this series are subject to redemption through the operation of said Sinking Fund on July 1, 1951 and on each July 1 thereafter prior to maturity, upon similar notice, at the following percentages of the principal amount thereof:

If redeemed on July 1	Percentage	If redeemed on July 1	Percentage
1951.....	102.16	1964.....	101.31
1952.....	102.10	1965.....	101.23
1953.....	102.05	1966.....	101.15
1954.....	101.99	1967.....	101.06
1955.....	101.94	1968.....	100.97
1956.....	101.87	1969.....	100.88
1957.....	101.81	1970.....	100.78
1958.....	101.75	1971.....	100.68
1959.....	101.68	1972.....	100.58
1960.....	101.61	1973.....	100.47
1961.....	101.54	1974.....	100.36
1962.....	101.47	1975.....	100.24
1963.....	101.39	1976.....	100.13
		1977.....	100

together in each case with accrued and unpaid interest to the date fixed for redemption.

If this bond shall be called for redemption, and payment of the redemption price shall be duly provided by the Company as specified in the Indenture, interest shall cease to accrue hereon from and after the date of redemption fixed in the notice thereof.

The principal of this bond may be declared or may become due before the maturity hereof, on the conditions, in the manner and at the times set forth in the Indenture, upon the happening of a default as therein defined.

This bond shall pass by delivery unless the same shall have been registered as to principal in accordance with the provisions hereof. This bond may be registered as to principal in the owner's name on the books of the Company kept for such purpose by the Company at its office or agency in the City of Chicago, Illinois, such registry being noted hereon by the Company's registrar. After such registration no transfer hereof shall be valid unless made on the Company's books by

the registered owner or by his attorney thereunto duly authorized and similarly noted hereon, but this bond may be discharged from registry by being transferred to bearer, after which it shall be transferable by delivery, but it shall be subject to successive registrations and transfers to bearer as before. Such registration, however shall not affect the negotiability of the coupons, which shall always be payable to bearer and transferable by delivery. The Company and the Trustees and any paying agent may deem and treat the bearer of this bond, if it be not registered as to principal, and the bearer of any coupon hereunto appertaining, or if this bond be registered as herein authorized, the person in whose name the same is registered, as the absolute owner for the purpose of receiving payment and for all other purposes.

The holder of this bond, at his option, may surrender the same, alone or with other bonds of the same series and maturity, with all unmatured coupons attached thereto, at the above mentioned office or agency of the Company, for cancellation and exchange for one or more fully registered bonds without coupons, of the same aggregate principal amount and of the same series and maturity, which fully registered bond or bonds without coupons may in turn be re-exchanged for a coupon bond or bonds of the same aggregate principal amount and of the same series and maturity, all as provided in the Indenture. Upon each such exchange and re-exchange the Company may require the payment of charges as in the Indenture prescribed.

No recourse under or upon any covenant or obligation of the Indenture, or of any bonds or coupons thereby secured, or for any claim based thereon, or otherwise in any manner in respect thereof, shall be had against any incorporator, subscriber to the capital stock, stockholder, officer or director, as such, of the Company, whether former, present or future, either directly, or indirectly through the Company or the Trustees or either of them, by the enforcement of any subscription to capital stock, assessment or otherwise, or by any legal or equitable proceeding by virtue of any statute or otherwise (including, without limiting the generality of the foregoing, any proceeding to enforce any claimed liability of stockholders of the Company based upon any theory of disregarding the corporate entity of the Company or upon any theory that the Company was acting as the agent or instrumentality of the stockholders), any and all such liability of incorporators, stockholders, subscribers, officers and directors, as such, being released by the holder hereof, by the acceptance of this bond, and

being likewise waived and released by the terms of the Indenture under which this bond is issued.

Neither this bond nor any of the annexed interest coupons shall be valid or become obligatory for any purpose until the certificate of authentication endorsed hereon shall have been signed by Harris Trust and Savings Bank, or its successor as a Trustee under the Indenture.

IN WITNESS WHEREOF, THE EMPIRE DISTRICT ELECTRIC COMPANY has caused this bond to be signed in its name by its President or a Vice-President, and its corporate seal to be affixed hereto and attested by its Secretary or an Assistant Secretary, and interest coupons bearing the facsimile signature of its Treasurer to be annexed hereto, all as of January 1, 1948.

THE EMPIRE DISTRICT ELECTRIC COMPANY

By
Vice President.

Attest:

.....
Assistant Secretary.

[FORM OF INTEREST COUPON FOR BONDS OF THE 3½% SERIES DUE 1978]

\$17.50

On the 1st day of _____, 19____ (unless the bond herein-after mentioned shall have been called for previous redemption and payment of the redemption price thereof duly provided for), The Empire District Electric Company will pay to bearer, upon surrender hereof, at its office or agency in the City of Chicago, Illinois, or at its office or agency in the Borough of Manhattan, the City of New York, Seventeen Dollars and Fifty Cents (\$17.50) in any coin or currency of the United States of America which at the time of payment shall be legal tender for the payment of public and private debts, being six months' interest then due on its First Mortgage Bond, 3½% Series due 1978, No. _____.

.....
Treasurer.

[FORM OF FULLY REGISTERED BOND WITHOUT COUPONS,
3½% SERIES DUE 1978]

THE EMPIRE DISTRICT ELECTRIC COMPANY

FIRST MORTGAGE BOND

3½% SERIES DUE 1978

DUE JANUARY 1, 1978

No.....

\$.....

THE EMPIRE DISTRICT ELECTRIC COMPANY, a corporation organized and existing under the laws of the State of Kansas (hereinafter sometimes called the Company), for value received, hereby promises to pay to _____ or registered assigns, on January 1, 1978 (unless this bond shall have been called for previous redemption and provision made for the payment of the redemption price thereof),

Dollars (\$) at its office or agency in the City of Chicago, Illinois, and semi-annually on the first day of July and the first day of January in each year, to pay interest thereon at said office or agency, at the rate of 3½% per annum from the semi-annual interest payment date next preceding the date of this bond (unless this bond be dated on an interest payment date, in which case from the date hereof; or unless this bond be dated prior to the first interest payment date in respect thereof, in which case from the beginning of the first interest period for bonds of this series, and except that if this bond is delivered on a transfer or exchange of or in substitution for another bond or bonds it shall bear interest from the last preceding date to which interest shall have been paid on the bond or bonds in respect of which this bond is delivered), until the Company's obligation with respect to such principal sum shall be discharged. Both the principal of and the interest on this bond shall be payable in any coin or currency of the United States of America which at the time of payment shall be legal tender for the payment of public and private debts.

This bond is one of an issue of bonds of the Company, known as its First Mortgage Bonds, issued and to be issued in one or more series under and equally and ratably secured (except as any sinking, amortization, improvement or other fund, established in accordance with the provisions of the indenture hereinafter mentioned, may afford additional security for the bonds of any particular series) by a certain mortgage and deed of trust, dated as of September 1, 1944, made by the Company to Harris Trust and Savings Bank and The Joplin

National Bank and Trust Company, as Trustees (hereinafter called the Trustees), that certain First Supplemental Indenture made by the Company to the Trustees, dated as of June 1, 1946, and that certain Second Supplemental Indenture made by the Company to the Trustees, dated as of January 1, 1948 (said mortgage and deed of trust and said indentures supplemental thereto being hereinafter collectively called the "Indenture"), to which Indenture (and to all indentures supplemental thereto) reference is hereby made for a description of the property mortgaged, the nature and extent of the security, the rights and limitations of rights of the Company, the Trustees, and the holders of said bonds and of the coupons appurtenant to coupon bonds, under the Indenture, and the terms and conditions upon which said bonds are secured, to all of the provisions of which Indenture and of all such supplemental indentures in respect of such security, including the provisions of the Indenture permitting the issue of bonds of any series for property which, under the restrictions and limitations therein specified, may be subject to liens prior to the lien of the Indenture, the holder, by accepting this bond, assents. To the extent permitted by and as provided in the Indenture, the rights and obligations of the Company and of the holders of said bonds and coupons (including those pertaining to any sinking or other fund) may be changed and modified, with the consent of the Company, by the holders of at least 75% in aggregate principal amount of the bonds then outstanding, such percentage being determined as provided in the Indenture; *provided, however*, that without the consent of the holder hereof no such modification or alteration shall be made which will extend the time of payment of the principal of or the interest on this bond or reduce the principal amount hereof or the rate of interest hereon or effect any other modification of the terms of payment of such principal or interest or will permit the creation of any lien ranking prior to or on a parity with the lien of the Indenture on any of the mortgaged property, or will deprive any non-assenting bondholder of a lien upon the mortgaged property for the security of his bonds, or will reduce the percentage of bonds required for the aforesaid action under the Indenture. This bond is one of a series of bonds designated as the First Mortgage Bonds, 3½% Series due 1978, of the Company.

The bonds of this series are subject to redemption at any time prior to maturity, upon not less than 30 nor more than 60 days' prior notice, in whole or in part, at the option of the Company, all as more fully provided in the Indenture, at the following percentages of the principal amounts thereof, during the respective twelve months' periods beginning January 1, in each of the following years:

Beginning January 1	Percentage	Beginning January 1	Percentage
1948	105 $\frac{3}{4}$	1963	103 $\frac{3}{4}$
1949	105 $\frac{5}{8}$	1964	103 $\frac{1}{2}$
1950	105 $\frac{1}{2}$	1965	103 $\frac{1}{4}$
1951	105 $\frac{3}{8}$	1966	103
1952	105 $\frac{1}{4}$	1967	102 $\frac{7}{8}$
1953	105 $\frac{1}{8}$	1968	102 $\frac{3}{4}$
1954	105	1969	102 $\frac{1}{2}$
1955	104 $\frac{7}{8}$	1970	102 $\frac{1}{4}$
1956	104 $\frac{3}{4}$	1971	102
1957	104 $\frac{5}{8}$	1972	101 $\frac{3}{4}$
1958	104 $\frac{1}{2}$	1973	101 $\frac{1}{2}$
1959	104 $\frac{3}{8}$	1974	101 $\frac{1}{4}$
1960	104 $\frac{1}{4}$	1975	101
1961	104 $\frac{1}{8}$	1976	100 $\frac{3}{4}$
1962	104	1977	100

together in each case with accrued and unpaid interest to the date fixed for redemption.

The bonds of this series are entitled to the benefit of the Sinking Fund provided for this series in the Indenture and, in the manner and to the extent provided in the Indenture, any one or more of the bonds of this series are subject to redemption through the operation of said Sinking Fund on July 1, 1951 and on each July 1 thereafter prior to maturity, upon similar notice, at the following percentages of the principal amount thereof:

If redeemed on July 1	Percentage	If redeemed on July 1	Percentage
1951.....	102.16	1964.....	101.31
1952.....	102.10	1965.....	101.23
1953.....	102.05	1966.....	101.15
1954.....	101.99	1967.....	101.06
1955.....	101.94	1968.....	100.97
1956.....	101.87	1969.....	100.88
1957.....	101.81	1970.....	100.78
1958.....	101.75	1971.....	100.68
1959.....	101.68	1972.....	100.58
1960.....	101.61	1973.....	100.47
1961.....	101.54	1974.....	100.36
1962.....	101.47	1975.....	100.24
1963.....	101.39	1976.....	100.13
		1977.....	100

together in each case with accrued and unpaid interest to the date fixed for redemption.

If this bond shall be called for redemption, and payment of the redemption price shall be duly provided by the Company as specified in the Indenture, interest shall cease to accrue hereon from and after the date of redemption fixed in the notice thereof.

The principal of this bond may be declared or may become due before the maturity hereof, on the conditions, in the manner and at the times set forth in the Indenture, upon the happening of a default as therein defined.

This bond is transferable by the registered owner hereof in person or by his duly authorized attorney at the office or agency of the Company in the City of Chicago, Illinois, upon surrender and cancellation of this bond, and thereupon a new fully registered bond without coupons of the same series and maturity, for a like principal amount, will be issued to the transferee in exchange therefor, as provided in the Indenture. The Company will pay the interest on any fully registered bond without coupons only to or upon the order of the owner registered on the Company's books at the date interest is payable on such bond, according to the terms thereof. The Company and the Trustees and any paying agent may deem and treat the person in whose name this bond is registered as the absolute owner hereof for the purpose of receiving payment and for all other purposes. This bond, alone, or with other bonds of the same series and maturity, may in like manner be exchanged at such office or agency for one or more new fully registered bonds without coupons of the same series and maturity, in denominations approved by the Company, of the same aggregate principal amount, or the registered owner of this bond may at his option surrender the same for cancellation and exchange for a coupon bond or bonds of the same aggregate principal amount and of the same series and maturity with coupons attached maturing on and after the next ensuing interest date, which coupon bonds may in turn be re-exchanged for fully registered bonds without coupons of the same aggregate principal amount and of the same series and maturity, all as provided in the Indenture. Upon each such transfer, exchange and re-exchange the Company may require the payment of charges as in the Indenture prescribed.

No recourse under or upon any covenant or obligation of the Indenture, or of any bonds or coupons thereby secured, or for any claim based

thereon, or otherwise in any manner in respect thereof, shall be had against any incorporator, subscriber to the capital stock, stockholder, officer or director, as such, of the Company, whether former, present or future, either directly, or indirectly through the Company or the Trustees or either of them, by the enforcement of any subscription to capital stock, assessment or otherwise, or by any legal or equitable proceeding by virtue of any statute or otherwise (including, without limiting the generality of the foregoing, any proceeding to enforce any claimed liability of stockholders of the Company based upon any theory of disregarding the corporate entity of the Company or upon any theory that the Company was acting as the agent or instrumentality of the stockholders), any and all such liability of incorporators, stockholders, subscribers, officers and directors, as such, being released by the holder hereof, by the acceptance of this bond, and being likewise waived and released by the terms of the Indenture under which this bond is issued.

This bond shall not be valid or become obligatory for any purpose until the certificate of authentication endorsed hereon shall have been signed by Harris Trust and Savings Bank, or its successor as a Trustee under the Indenture.

IN WITNESS WHEREOF, THE EMPIRE DISTRICT ELECTRIC COMPANY has caused this bond to be signed in its name by its President or a Vice-President, and its corporate seal to be affixed hereto and attested by its Secretary or an Assistant Secretary.

Dated .

THE EMPIRE DISTRICT ELECTRIC COMPANY,

By
Vice-President.

Attest:

.....
Assistant Secretary.

[FORM OF PRINCIPAL TRUSTEE'S CERTIFICATE OF AUTHENTICATION]

This bond is one of the bonds, of the series designated therein, described in the within-mentioned Indenture.

HARRIS TRUST AND SAVINGS BANK,
As Trustee,

By
Authorized Officer.

and

WHEREAS the Company represents that all acts and things necessary have happened, been done, and been performed, to make the First Mortgage Bonds, 3½% Series due 1978, when duly executed by the Company and authenticated by the Principal Trustee, and duly issued, the valid, binding and legal obligations of the Company, and to make the Original Indenture, the First Supplemental Indenture and this Supplemental Indenture (hereinafter collectively, together with any other indentures supplemental to the Original Indenture, sometimes called the "Indenture"), valid and binding instruments for the security thereof, in accordance with their terms;

NOW, THEREFORE, THIS SUPPLEMENTAL INDENTURE WITNESSETH: That The Empire District Electric Company, the Company herein named, in consideration of the premises and of One Dollar (\$1.00) to it duly paid by the Trustees at or before the ensealing and delivery of these presents, the receipt whereof is hereby acknowledged, and in order to secure the payment of the principal of and the interest on all bonds from time to time outstanding under the Indenture, according to the terms of said bonds and of the coupons attached thereto, has granted, bargained, sold, warranted, aliened, remised, released, conveyed, assigned, transferred, mortgaged, pledged, set over and confirmed, and by these presents doth grant, bargain, sell, warrant, alien, remise, release, convey, assign, transfer, mortgage, pledge, set over and confirm unto HARRIS TRUST AND SAVINGS BANK and THE JOPLIN NATIONAL BANK AND TRUST COMPANY, as Trustees, and their respective successor or successors in the trust, and its or their assigns forever, the following property, with the same force and effect and subject to

the same reservations and exceptions, as though specifically described in the granting clauses of the Original Indenture, that is to say:

Lawrence County, Missouri

Addition to Aurora Substation

A tract of land in County of Lawrence, State of Missouri:

That part of the Northwest Quarter of the Northwest Quarter (NW $\frac{1}{4}$ NW $\frac{1}{4}$) of Section Nineteen (19), Township Twenty-six (26), Range Twenty-five (25), described as: Beginning at a point Two hundred fifty-seven (257) feet south of the northwest corner of Section Nineteen (19), thence east Two hundred twenty (220) feet, thence south Three hundred eighty (380) feet, thence west Two hundred twenty (220) feet, thence north Three hundred eighty (380) feet to the point of beginning.

Polk County, Missouri

Fair Play Substation

A tract of land in County of Polk, State of Missouri:

Starting at a point 1773.6 feet east of the center of intersection of 123 and highway 64, and on the South right of way line of Highway 64, thence South 100 feet, thence west 100 feet, thence North 100 feet, thence east 100 feet, to point of beginning. The above being in the Northwest Quarter, Northeast Quarter, Northeast Quarter, Northeast Quarter of Section Four (4), Township Thirty-three (33) North, Range Twenty-four (24) West, Polk County, Missouri.

Taney County, Missouri

Powersite Substation

A tract of land in County of Taney, State of Missouri:

All of Lots Nine (9), Ten (10), Eleven (11), Twelve (12), Thirteen (13), Fourteen (14), Fifteen (15), Sixteen (16), Seventeen (17) and Eighteen (18) in Block Twenty-four (24), all of that part of Lots Twelve (12) and Thirteen (13) of Section Eight (8), Township Twenty-three (23), Range Twenty (20), Taney County, Missouri, as dedicated by Cliff House Club Company on the 10th day of October, 1928;

All of Lots One (1) and Fifteen (15) in Block One (1) of Lot Thirteen (13), as dedicated by Cliff House Club Company on October 10, 1928, save and except the East Twenty (20) feet of said Lots One (1) and Fifteen (15);

The North Five (5) feet of Lot Thirteen (13) and all of Lots Fourteen (14), Fifteen (15), Sixteen (16) and Seventeen (17) of Block Four (4) of Lot Twelve (12), as dedicated by The Wm. H. Johnson Timber and Realty Company on June 3, 1912, and rededicated by Cliff House Club Company on October 10, 1928; and

All that part of Lakeview Esplanade and G Street as vacated by the County Court of Taney County, Missouri, copy of said vacation order being recorded December 17, 1946, in Book 121, at page 362, in the office of the Recorder of Deeds of Taney County, Missouri, and more particularly described as:

That portion of the Esplanade and G Street as dedicated by Cliff House Club Company as follows: At a point Five (5) feet South of the Southwest corner of Lot Fourteen (14) in Block Four (4), Powersite, to the Southeast corner of Lot Nine (9) in Block Twenty-four (24) of the second dedication, thence in a Northeasterly direction along the Northwest line of said Esplanade as platted to the Northeast corner of Lot Eighteen (18) in said Block Twenty-four (24), as dedicated, thence in a Southeasterly direction to the Southwest corner of Lot Eight (8) in Block One (1) of Powersite, thence in a Southwesterly direction along the East line of said Esplanade to the Southwest corner of Lot One (1), Block One (1), thence in an Easterly direction along the North line of G Street to a point Twenty (20) feet West of the Southeast corner of Lot One (1), Block One (1), thence South across G Street to the Northeast corner of Lot Seventeen (17), Block Four (4), Powersite, thence West along the South line of G Street to the Northwest corner of Lot Seventeen (17) in Block Four (4), Powersite, thence in a Southwesterly direction along the East line of said Esplanade to the Northwest corner of Lot Fourteen (14) in said Block Four (4), Powersite, thence South along the West line of Lots Fourteen (14) and Thirteen (13) in said Block Four (4) to the point of beginning.

SUBSTATIONS ON LEASED PROPERTIES

Sub-Station No.	Lessor	Original Lessee	Lease Date	
	<i>Christian County, Missouri</i>			
221	Finis J. and Lettie O'Neal	The Company	January	15, 1947
	<i>Jasper County, Missouri</i>			
230	Joplin Stockyards, Inc.	The Company	April	29, 1947
	<i>Lawrence County, Missouri</i>			
215	Blanche Buehler	The Company	September	6, 1946
	<i>Craig County, Oklahoma</i>			
234	William and Inola Paul	The Company	August	18, 1947

ELECTRIC TRANSMISSION AND DISTRIBUTION LINES

1. THE SARCOXIE-WENTWORTH LINE:

That certain three phase, 12000 volt, single circuit, wood pole distribution lines and branches thereof known as the Sarcoxie-Wentworth Line, approximately 7.75 miles in length extending from a point on the Sarcoxie-Greenfield Line in the NW $\frac{1}{4}$ of Section 9, Township 27 N., Range 29 W., in the County of Jasper to a point on the White River Line in the NE corner of Section 4, Township 26 N., Range 29 W., in the County of Newton, all as located, constructed, and equipped in the counties of Jasper and Newton in the State of Missouri.

2. THE CRUSHED STONE TAP LINE:

That certain three phase, 12000 volt, single circuit, wood pole distribution line known as the Crushed Stone Tap Line, approximately 1.75 miles in length extending from a point on the White River Line in the NW corner of Section 21, Township 27 N., Range 32 W., in the County of Newton to the Company's Substation #210, all as located, constructed, and equipped in the County of Newton, State of Missouri.

3. THE PRESTON-URBANA LINE:

That certain three phase, 12000 volt, single circuit, wood pole distribution line known as the Preston-Urbana Line, approximately 8.00 miles in length extending from a point in the SW $\frac{1}{4}$ of Section 23, Township 37 N., Range 21 W., in the County of Hickory to the

village of Urbana, County of Dallas, all as located, constructed, and equipped in the Counties of Hickory and Dallas in the State of Missouri.

4. THE FAIR PLAY-GREENFIELD LINE:

That certain three phase, 69000 volt, single circuit, wood pole transmission line known as the Fair Play-Greenfield Line, approximately 28.00 miles in length extending from a point on the Humansville-Bolivar Line in the NE $\frac{1}{4}$ of Section 4, Township 33 N., Range 24 W., in the County of Polk to a point on the Caplinger-Boston Line in the NE $\frac{1}{4}$ of Section 12, Township 31N., Range 27 W., in the County of Dade, all as located, constructed, and equipped in the Counties of Polk and Dade in the State of Missouri.

5. THE BRANSON-OZARK DAM TIE LINE:

That certain three phase, 12000 volt, single circuit, wood pole distribution line known as the Branson-Ozark Dam Tie Line, approximately 7.75 miles in length extending from a point on the Hollister Line in the SW $\frac{1}{4}$ of Section 4, Township 22 N., Range 21 W., in the County of Taney to the Company's Ozark Beach Hydro Plant, all as located, constructed, and equipped in the County of Taney, State of Missouri.

6. THE JASPER-BOSTON JUNCTION LINE:

That certain three phase, 69000 volt, single circuit, wood pole transmission line known as the Jasper-Boston Junction Line, approximately 7.00 miles in length extending from a point on the Carthage-Boston Junction Line in the NW corner of Section 19, Township 30 N., Range 30 W., in the County of Jasper to a point on the Caplinger-Boston Line in the NW corner of Section 28, Township 31 N., Range 30 W., in the County of Barton, all as located, constructed, and equipped in the Counties of Jasper and Barton in the State of Missouri.

7. THE WEBB CITY-ORONOGO LINE:

That certain three phase, 69000 volt, single circuit, wood pole transmission line known as the Webb City-Oronogo Line, approximately 2.25 miles in length extending from a point on the Joplin-Webb City Line in the SE corner of Section 12, Township 28 N., Range 33 W., in the County of Jasper to a point on the Webb City-Carthage

Line in the SW $\frac{1}{4}$ of Section 31, Township 29 N., Range 32 W., in the County of Jasper, all as located, constructed, and equipped in the County of Jasper, State of Missouri.

8. THE RIVERTON-SPENCER CHEMICAL LINE:

That certain three phase, 69000 volt, single circuit, wood pole transmission line known as the Riverton-Spencer Chemical Line, approximately 3.65 miles in length extending from the Riverton Steam Plant of the Company in the County of Cherokee, to a point in the NE $\frac{1}{4}$ of Section 4, Township 34 S., Range 25 E., in the County of Cherokee, (the same serving the operations of The Spencer Chemical Company) all as located, constructed, and equipped in the County of Cherokee, State of Kansas.

9. THE FAIRLAND-WYANDOTTE TIE LINE:

That certain three phase, 12000 volt, single circuit, wood pole distribution line known as the Fairland-Wyandotte Tie Line, approximately 8.00 miles in length extending from a point on the Welch-Fairland Line in the SW $\frac{1}{4}$ of Section 4, Township 26 N., Range 23 E., in the County of Ottawa to a point on the Wyandotte Line in the NW $\frac{1}{4}$ of Section 28, Township 27 N., Range 24 E., in the County of Ottawa, all as located, constructed, and equipped in the County of Ottawa, State of Oklahoma.

10. THE QUAPAW 60 CYCLE LINE:

That certain three phase, 12000 volt, single circuit, wood pole distribution line and branches thereof known as the Quapaw 60 Cycle Line, approximately 7.25 miles in length extending from a point in the NE $\frac{1}{4}$ of Section 18, Township 29 N., Range 24 E., in the County of Ottawa to the south limits of the Town of Quapaw, the same serving Quapaw, the Sunnyside Community, and rural customers along the line, all as located, constructed, and equipped in the County of Ottawa, State of Oklahoma.

11. ADDITION TO THE RIVERTON-SERVICE LINE:

That certain three phase, 66000 volt, single circuit, transmission line strung on steel towers of The Riverton-Service Line, approximately 7.08 miles in length extending from the Riverton Steam Plant of the Company in the County of Cherokee, State of Kansas, to the Company's #94 Substation in the County of Cherokee, State of

Kansas, all as located, constructed, and equipped in the County of Cherokee, State of Kansas.

12. THE RIVERTON-AURORA LINE:

That certain three phase, 154000 volt, single circuit, type H, wood pole structure, transmission line known as The Riverton-Aurora Line, approximately 56.60 miles in length extending from the Riverton Steam Plant of the Company in the County of Cherokee, State of Kansas, to the Company's Aurora Substation in the County of Lawrence, State of Missouri, all as located, constructed, and equipped in the County of Cherokee, State of Kansas, and in the Counties of Newton and Lawrence, State of Missouri.

13. DELAWARE COUNTY, OKLAHOMA, LINES:

Those certain electric distribution systems and rural circuit lines as constructed and equipped, together with all franchises, permits and consents under which said systems are or may be operated, in the County of Delaware, State of Oklahoma.

Also all other property, whether real, personal or mixed (except as in the Original Indenture expressly excepted) of every nature and kind and wheresoever situated now owned or hereafter acquired by the Company;

TOGETHER with all and singular the tenements, hereditaments and appurtenances belonging or in anywise appertaining to the aforesaid mortgaged property or any part thereof, with the reversion and reversions, remainder and remainders and (subject to the provisions of §8.01 of the Original Indenture) the tolls, rents, revenues, issues, earnings, income, product and profits thereof, and all the estate, right, title and interest and claim whatsoever, at law as well as in equity, which the Company now has or may hereafter acquire in and to the aforesaid mortgaged property, and every part and parcel thereof;

SUBJECT, HOWEVER, to permitted encumbrances as defined in the Original Indenture; and, as to any property hereafter acquired by the Company, to any lien thereon existing, and to any liens for unpaid portions of the purchase money placed thereon at the time of such acquisition, and also subject to the provisions of *Article 12* of the Original Indenture;

TO HAVE AND TO HOLD the same, unto the Trustees and their and each of their respective successors and assigns forever;

IN TRUST, NEVERTHELESS, upon the terms and trusts set forth in the Original Indenture, so that the same shall be held specifically by the Trustees under and subject to the terms of the Original Indenture in the same manner and for the same trusts, uses and purposes as if said properties had been specifically contained and described in the Original Indenture;

PROVIDED, HOWEVER, and these presents are upon the condition that if the Company, its successors or assigns, shall pay or cause to be paid unto the holders of said bonds the principal and interest and premium, if any, to become due in respect thereof at the times and in the manner stipulated therein and in the Indenture and shall keep, perform and observe all and singular the covenants and promises in said bonds and in the Indenture expressed to be kept, performed and observed by or on the part of the Company, then this Supplemental Indenture and the estate and rights hereby granted shall cease, determine and be void, otherwise to be and remain in full force and effect.

AND THE COMPANY, for itself and its successors, does hereby covenant and agree to and with the Trustees and their successors in the trust under the Indenture, for the benefit of those who shall hold the bonds and coupons, or any of them, to be issued hereunder and thereunder, as hereinafter provided, as follows:

ARTICLE I

Creation and Description of First Mortgage Bonds, 3½% Series due 1978

SECTION 1. A new series of bonds to be issued under and secured by the Indenture is hereby created, to be designated as First Mortgage Bonds, 3½% Series due 1978 (hereinafter sometimes called the "Bonds of the 3½% Series due 1978"). The First Mortgage Bonds, 3½% Series due 1978 shall be limited to an aggregate principal amount of Four million dollars (\$4,000,000), excluding any Bonds of the 3½% Series due 1978 which may be authenticated in lieu of or in substitution

or exchange for other Bonds of the 3½% Series due 1978 pursuant to the provisions of *Article 2* or of §15.09 of the Original Indenture. Said Bonds and the interest coupons to be attached to coupon bonds and the certificate of authentication of the Principal Trustee to be endorsed upon the Bonds shall be substantially in the forms hereinbefore recited, respectively. All fully registered Bonds of the 3½% Series due 1978 without coupons shall be dated as provided in §2.04 of *Article 2* of the Original Indenture. All coupon Bonds of the 3½% Series due 1978 shall be dated January 1, 1948, and all Bonds of the 3½% Series due 1978 shall mature January 1, 1978 and shall bear interest at the rate of 3½% per annum, payable semi-annually on January 1 and July 1 in each year; both principal and interest shall be payable at the office or agency of the Company in the City of Chicago, Illinois, and in the case of coupon bonds, the interest thereon shall also be payable at the office or agency of the Company in the Borough of Manhattan, The City of New York; and both principal and interest shall be payable in any coin or currency of the United States of America which at the time of payment shall be legal tender for the payment of public and private debts.

Said Bonds shall be issued as coupon bonds, with the privilege of registration as to principal, in the denomination of One thousand dollars (\$1,000) and as fully registered bonds without coupons in denominations of One thousand dollars (\$1,000), Ten thousand dollars (\$10,000) and multiples of either thereof as may from time to time be authorized by the Board of Directors.

Coupon Bonds and fully registered Bonds of the 3½% Series due 1978 shall be interchangeable at the office or agency of the Company in the City of Chicago, Illinois, in the manner and upon the terms set forth in §2.05 of *Article 2* of the Original Indenture, upon payment of charges as required or permitted by the provisions of §2.08 of *Article 2* of the Original Indenture.

SECTION 2. The Bonds of the 3½% Series due 1978 described in Section 1 of this Article, in the aggregate principal amount of Four million dollars (\$4,000,000), shall be executed by the Company and delivered to the Principal Trustee and, upon compliance with all the

provisions and requirements of the Original Indenture in respect thereof, shall be authenticated by the Principal Trustee and delivered (without awaiting the filing or recording of this Supplemental Indenture) in accordance with the written order or orders of the Company.

ARTICLE II

Redemption of Bonds of the 3½% Series due 1978

SECTION 1. The Bonds of the 3½% Series due 1978 shall, in the manner provided in *Article 5* of the Original Indenture, be redeemable at any time prior to maturity, in whole or in part, at the option of the Company at the following percentages of the principal amounts thereof, during the respective twelve months' periods beginning January 1 in each of the following years, together in each case with accrued interest to the date fixed for redemption:

Beginning January 1	Percentage	Beginning January 1	Percentage
1948	105¾	1963	103¾
1949	105⅝	1964	103½
1950	105½	1965	103¼
1951	105⅜	1966	103
1952	105¼	1967	102⅞
1953	105⅓	1968	102¾
1954	105	1969	102½
1955	104⅞	1970	102¼
1956	104¾	1971	102
1957	104⅝	1972	101¾
1958	104½	1973	101½
1959	104⅜	1974	101¼
1960	104¼	1975	101
1961	104⅓	1976	100¾
1962	104	1977	100

The Bonds of the 3½% Series due 1978 shall also be redeemable through the operation of the Sinking Fund in the manner, to the extent and at the Sinking Fund Redemption Prices provided in Article III of this Supplemental Indenture.

SECTION 2. The provisions of §5.03, §5.04 and §5.05 of *Article 5* of the Original Indenture shall be applicable to Bonds of the 3½% Series due 1978.

SECTION 3. The holder of each and every Bond of the 3½% Series due 1978 issued hereunder hereby agrees to accept payment thereof prior to maturity on the terms and conditions provided for in Articles II and III of this Supplemental Indenture.

ARTICLE III

Sinking Fund for Bonds of the 3½% Series Due 1978

SECTION 1. For the purpose of this Article, the term "Bonds of the 3½% Series" means only First Mortgage Bonds, 3½% Series due 1978, and the 1st day of July, 1951 and each 1st day of July thereafter, to and including July 1, 1977, are called Sinking Fund Payment Dates. If any of said days is a Sunday or legal holiday then the next succeeding business day shall be deemed to be a Sinking Fund Payment Date.

SECTION 2. The Company covenants and agrees that it will on July 1, 1951 create, and so long as any Bonds of the 3½% Series are outstanding, maintain a Sinking Fund for the Bonds of the 3½% Series, and that it will pay to the Principal Trustee on or before each Sinking Fund Payment Date, so long as any Bonds of the 3½% Series are outstanding, for the account of such Sinking Fund, cash sufficient in amount to retire \$40,000 principal amount of Bonds of the 3½% Series, at prices not exceeding the current Sinking Fund Redemption Price, hereinafter defined.

SECTION 3. All cash paid by the Company to the Principal Trustee pursuant to the provisions of this Article is herein referred to as "Sinking Fund Cash" and shall be applied to the retirement of Bonds of the 3½% Series as provided in this Article.

If the total amount of all Sinking Fund Cash at any time in the Sinking Fund (except at the time of the last Sinking Fund payment) shall not exceed \$1,000, the Principal Trustee shall, at the request of

the Company, retain the same in the Sinking Fund, in which case the same shall be added to and used in the same manner as the next succeeding Sinking Fund cash payment.

SECTION 4. The Company shall have the right to anticipate at any time or from time to time all or any part of any or all Sinking Fund payments by delivering Bonds of the 3½% Series to the Trustee or by redeeming and paying Bonds of the 3½% Series in accordance with the provisions of Article II. To the extent that the Company shall at any time so anticipate Sinking Fund payments it shall be entitled to a credit on its obligation to pay in cash the amount of any such Sinking Fund payment, to the extent of the aggregate principal amount of

(a) any Bonds of the 3½% Series which the Company shall have theretofore acquired and then or theretofore delivered to the Principal Trustee for cancellation by it and for credit upon such Sinking Fund payment (in the case of coupon bonds, with all unmatured coupons attached);

(b) any Bonds of the 3½% Series previously redeemed or called for redemption, otherwise than through operation of the Sinking Fund, and no longer outstanding; and

(c) any Bonds of the 3½% Series previously purchased by the Company and cancelled by the Principal Trustee;

and in each case not theretofore applied as a credit on any Sinking or Maintenance and Replacement Fund obligation or used for any other purpose under the Indenture, such Bonds of the 3½% Series in any such case to be valued for the purposes of such credit at the Sinking Fund Redemption Price applicable on the Sinking Fund Payment Date on which such credit is taken.

SECTION 5. On each Sinking Fund Payment Date the redemption price applicable to Bonds of the 3½% Series to be purchased or retired under the provisions of this Article shall be the percentage of the principal amount thereof set forth in the following table, together in each case with accrued interest to the redemption date (herein referred to as the "Sinking Fund Redemption Price"):

If redeemed on July 1	Percentage	If redeemed on July 1	Percentage
1951.....	102.16	1964.....	101.31
1952.....	102.10	1965.....	101.23
1953.....	102.05	1966.....	101.15
1954.....	101.99	1967.....	101.06
1955.....	101.94	1968.....	100.97
1956.....	101.87	1969.....	100.88
1957.....	101.81	1970.....	100.78
1958.....	101.75	1971.....	100.68
1959.....	101.68	1972.....	100.58
1960.....	101.61	1973.....	100.47
1961.....	101.54	1974.....	100.36
1962.....	101.47	1975.....	100.24
1963.....	101.39	1976.....	100.13
		1977.....	100

SECTION 6. At least sixty days prior to each Sinking Fund Payment Date the Company will deliver a statement to the Principal Trustee stating

(i) the aggregate principal amount and serial numbers of Bonds of the 3½% Series which the Company has theretofore surrendered or intends to surrender to the Principal Trustee on the next Sinking Fund Payment Date in satisfaction of its Sinking Fund obligation pursuant to this Article;

(ii) the aggregate principal amount and serial numbers of Bonds of the 3½% Series which the Company has previously redeemed or called for redemption otherwise than through the operation of the Sinking Fund and which the Company intends to use in satisfaction of its Sinking Fund obligation pursuant to this Article; and

(iii) the balance resulting from deducting from the principal amount of Bonds of the 3½% Series required to be retired on the next succeeding Sinking Fund Payment Date by *Section 2* of this Article, the aggregate principal amount of Bonds of the 3½% Series stated in subdivisions (i) and (ii) of this Section.

Such statement is in this Article referred to as "the Statement", and the balance resulting from such deduction in said Statement is hereinafter in this Article referred to as the "Amount set forth in the Statement".

SECTION 7. It shall be the duty of the Principal Trustee to apply the Sinking Fund Cash to the purchase or redemption of Bonds of the 3½% Series, at prices not exceeding such current Sinking Fund Redemption Price, in a principal amount equal to the Amount set forth in the Statement. Such purchase or redemption shall be carried out as follows:

(a) If, on the date (hereinafter referred to as the "60 Day Determination Date") which is 60 days prior to the Sinking Fund Payment Date on which redemption is to be effected, all Bonds of the 3½% Series are registered Bonds of the 3½% Series without coupons and/or coupon Bonds of the 3½% Series registered as to principal, the Principal Trustee shall apply the Sinking Fund Cash to the redemption of Bonds of the 3½% Series pro rata among the registered owners of such Bonds of the 3½% Series in the ratio which the principal amount of such Bonds of the 3½% Series held by each registered owner on the 60 Day Determination Date bears to the total principal amount of Bonds of the 3½% Series outstanding on the 60 Day Determination Date; *provided, however*, that the portion of the principal amount of each registered Bond of the 3½% Series to be redeemed shall be \$1,000 or a multiple thereof. The Principal Trustee in its uncontrolled discretion shall determine the pro rata allocation among the several registered owners of the principal amount of the Bonds of the 3½% Series to be then redeemed and shall promptly advise the Company as to the allocation so made by it.

Thereupon the Company shall give 30 days' notice of such redemption to all registered owners of the Bonds of the 3½% Series. Such notice shall be sufficiently given if mailed, postage prepaid, at least 30 days prior to the date upon which such redemption is to be made to all registered owners of Bonds of the 3½% Series at their addresses as

the same shall appear on the Company's Bond register for the 3½% Series.

Such notice shall state (i) the date of redemption (which shall be the next succeeding Sinking Fund Payment Date), (ii) the place of redemption (which shall be the main office of the Principal Trustee in the City of Chicago, Illinois), (iii) the current Sinking Fund Redemption Price, (iv) the numbers and principal amount of Bonds of the 3½% Series of each registered owner to be then redeemed in whole or in part and (v) that on the date fixed for redemption interest on such Bonds of the 3½% Series, or portion of Bonds of the 3½% Series to be redeemed, shall cease.

In case any registered Bond of the 3½% Series without coupons shall be redeemed in part only, said notice shall also specify (i) the principal amount thereof to be redeemed, and (ii) that, upon the presentation of such registered Bond of the 3½% Series for partial redemption, a new Bond or Bonds of the 3½% Series of an aggregate principal amount equal to the unredeemed portion of such registered Bonds of the 3½% Series will be issued in lieu thereof; and in such case the Company shall execute and the Principal Trustee shall authenticate and deliver to or upon the written order of the registered owner of any such registered Bond of the 3½% Series, at the expense of the Company, a Bond or Bonds of the 3½% Series in either coupon or registered form (but only in authorized denominations) for the principal amount of the unredeemed portion of such registered Bond of the 3½% Series, or, at the option of the registered owner of such Bond of the 3½% Series, the Principal Trustee shall, upon presentation thereof for the purpose, make a notation thereon of the payment of the portion thereof so called for partial redemption.

(b) In the event that on the 60 Day Determination Date there are outstanding any Bonds of the 3½% Series which are unregistered coupon Bonds of the 3½% Series, the Principal Trustee shall apply to the purchase or redemption of such outstanding unregistered coupon Bonds of the 3½% Series a portion of the Sinking Fund Cash equal (so far as the Principal Trustee shall in its uncontrolled dis-

cretion determine is practicable) to the ratio which the principal amount of such unregistered coupon Bonds of the 3½% Series outstanding on such date bears to the total principal amount of Bonds of the 3½% Series outstanding on such date; and the Principal Trustee shall apply the balance of such Sinking Fund Cash to the redemption of registered Bonds of the 3½% Series without coupons and/or coupon Bonds of the 3½% Series registered as to principal pro rata among the registered holders of such Bonds of the 3½% Series in the ratio which the principal amount of Bonds of the 3½% Series held by each registered holder on the 60 Day Determination Date bears to the total principal amount of registered Bonds of the 3½% Series without coupons and/or coupon Bonds of the 3½% Series registered as to principal. The Principal Trustee shall promptly notify the Company of any determination made by it pursuant to this subdivision.

Thereafter, if exchanges of registered Bonds of the 3½% Series without coupons for coupon Bonds of the 3½% Series, or vice versa, or transfers of registered coupon Bonds of the 3½% Series to bearer, or vice versa, shall be made before the last date upon which written proposals for the sale of Bonds of the 3½% Series may be received by the Principal Trustee as contemplated by *subdivision (c)* of this Section, the Principal Trustee, with the approval of the Company, evidenced by the written consent of the Company, may make such arrangements by endorsements on the Bonds of the 3½% Series involved or otherwise as it shall deem appropriate to allocate Sinking Fund Cash among the Bonds of the 3½% Series issued on any such exchange or transfer.

(c) In the event that on the 60 Day Determination Date there are outstanding any Bonds of the 3½% Series which are unregistered coupon Bonds of the 3½% Series, the Company may, prior to each Sinking Fund Payment Date, give notice to all holders of such unregistered coupon Bonds of the 3½% Series by publication two (2) times in one calendar week in at least one daily newspaper of general circulation regularly published in the English language in the City

of Chicago, Illinois, and one daily newspaper of general circulation regularly published in the Borough of Manhattan, The City of New York (in each case upon any day of the week and in any such newspaper, but the first publication in each case to be not more than fifty-five (55) days and not less than fifty (50) days before such Sinking Fund Payment Date) of the intention of the Principal Trustee to apply Sinking Fund Cash to the purchase of an aggregate principal amount of unregistered coupon Bonds of the 3½% Series, specified in such notice (which aggregate principal amount shall be the aggregate principal amount of unregistered coupon Bonds of the 3½% Series to be retired pursuant to the provisions of *subdivision (b)* of this Section) and inviting proposals to be made to the Principal Trustee for the sale of such Bonds of the 3½% Series on the next succeeding Sinking Fund Payment Date in the principal amount specified in such notice at prices not to exceed such current Sinking Fund Redemption Price. Proof of such publication shall be filed by the Company with the Principal Trustee.

The above notice shall state (i) that proposals shall be deemed to be made for all or any part of the Bonds of the 3½% Series offered, whether so expressed or not, (ii) the last date upon which such written proposals shall be received by the Principal Trustee (which such last date shall be not less than forty (40) days prior to such Sinking Fund Payment Date), and (iii) the date when Bonds of the 3½% Series accepted for purchase by the Principal Trustee shall be delivered to the Principal Trustee against payment therefor, which date shall be the next succeeding Sinking Fund Payment Date.

From the unregistered coupon Bonds of the 3½% Series offered in response to such notice, the Principal Trustee shall, as agent for the Company, accept such Bonds of the 3½% Series as are offered at the price or prices deemed by it most favorable to the Company, not exceeding the current Sinking Fund Redemption Price, up to an aggregate principal amount not exceeding the aggregate principal amount of unregistered coupon Bonds of the 3½% Series to be retired pursuant to the provisions of *subdivision (b)* of this Section. The Principal Trustee shall notify the Company of the principal amount of all such Bonds of the 3½% Series so accepted

for purchase and the respective prices to be paid therefor including accrued interest, and on the next Sinking Fund Payment Date the Principal Trustee shall, provided the Company shall deposit with the Principal Trustee funds sufficient therefor, purchase such Bonds of the 3½% Series so accepted, upon presentation and surrender thereof to the Principal Trustee, at such respective prices.

If forty (40) days before the next Sinking Fund Payment Date there shall not have been offered in response to such notice and accepted, at prices not exceeding the current Sinking Fund Redemption Price, unregistered coupon Bonds of the 3½% Series equal in aggregate principal amount to the aggregate principal amount of such unregistered coupon Bonds of the 3½% Series to be retired pursuant to the provisions of *subdivision (b)* of this Section, then in such event unregistered coupon Bonds of the 3½% Series equal in aggregate principal amount to the sum by which the aggregate principal amount so to be retired exceeds the total aggregate principal amount of Bonds of the 3½% Series so accepted shall be drawn by the Principal Trustee by lot in any manner deemed by the Principal Trustee to be fair and proper, and it shall forthwith give the Company notice to that effect specifying the numbers of the Bonds of the 3½% Series so drawn.

The Company, upon receipt of such notice from the Principal Trustee, shall forthwith give notice of intention to redeem such unregistered coupon Bonds of the 3½% Series by publication in at least one daily newspaper of general circulation regularly published in the English language in the City of Chicago, Illinois, and one daily paper of general circulation regularly published in the Borough of Manhattan, The City of New York, once a week for two (2) successive calendar weeks, in each case upon any day of the week and in any such newspaper, but the publication in the first calendar week to be made not less than thirty (30) and not more than thirty-five (35) days prior to the next succeeding Sinking Fund Payment Date. Such notice shall state (i) the date of redemption (which shall be the next succeeding Sinking Fund Payment Date), (ii) the place of redemption (which shall be the main office of the Principal Trustee in the City of Chicago, Illinois), (iii) the current Sinking Fund Redemption Price, (iv) the

numbers of the unregistered coupon Bonds of 3½% Series to be redeemed and (v) that on the date fixed for redemption interest on such Bonds of 3½% Series shall cease. Proof in form satisfactory to the Principal Trustee of the publication of such notice as hereinabove provided shall be furnished to the Principal Trustee by the Company on or before such Sinking Fund Payment Date.

Neither the failure to publish notice of the intention of the Company to redeem unregistered coupon Bonds of the 3½% Series as provided in this *subdivision (c)* of this Section nor any imperfection or defect in such notice shall affect the validity of the proceedings for redemption of the registered Bonds of the 3½% Series then being redeemed.

(d) In case the Company shall fail to give to the Principal Trustee evidence to its satisfaction that notice of call for redemption as in this Article provided will be given, the Principal Trustee may, at the expense of the Company, give such notice with the same effect as if such notice had been given by the Company as hereinbefore required.

(e) Subject to the provisions of *Section 7(a)* of this Article, all Bonds of the 3½% Series purchased, redeemed or retired under the provisions of this Article and the appurtenant coupons (if any) shall forthwith be cancelled, and the Principal Trustee shall note on its records the fact of such cancellation and shall deliver the Bonds of the 3½% Series so cancelled to or upon the written order of the Company.

(f) Notice of redemption having been given in the manner hereinabove provided, the Bonds of the 3½% Series (or the specified portions of registered Bonds of the 3½% Series without coupons) so to be redeemed shall, on the Sinking Fund Payment Date designated in such notice, become due and payable at the applicable Sinking Fund Redemption Price; and from and after such Sinking Fund Payment Date so designated interest on the Bonds of the 3½% Series so called for redemption (or in the case of a partial redemption of a registered Bond of the 3½% Series without coupons, on the

portion thereof to be redeemed) shall cease to accrue, unless default shall be made by the Company in the payment of the Sinking Fund Redemption Price. All interest coupons, if any, appurtenant to the Bonds of the 3½% Series so called for redemption, maturing subsequent to the date so designated for redemption, shall be null and void, unless default shall be made by the Company in the payment of the Sinking Fund Redemption Price. In the case of a coupon Bond of the 3½% Series, the interest due on the date of redemption and the interest which shall have become due prior to the redemption date shall continue to be payable (but without interest thereon, unless the Company shall make default in the payment thereof upon demand) to the respective bearers of the coupons therefor, upon the presentation and surrender thereof.

ARTICLE IV

Dividends and Similar Distributions and Other Covenants

The Company hereby covenants that, so long as any of the Bonds of the 3½% Series due 1978 shall remain outstanding, the covenants and agreements of the Company set forth in §4.10 and §4.11 of the Original Indenture shall be and remain in full force and effect, and be duly observed and complied with by the Company, irrespective of whether or not any bonds of the 3½% Series due 1969 or any bonds of the 2⅞% Series due 1976 shall then remain outstanding.

ARTICLE V

The Trustees

The Trustees accept the trusts created by this Supplemental Indenture upon the terms and conditions hereof, and agree to perform such trusts upon the terms and conditions in the Original Indenture and in this Supplemental Indenture set forth. In general, each and every term and condition contained in *Article 13* of the Original Indenture shall apply to this Supplemental Indenture with the same force

and effect as if the same were herein set forth in full, with such omissions, variations and modifications thereof as may be appropriate to make the same conform to this Supplemental Indenture.

ARTICLE VI

Miscellaneous Provisions

SECTION 1. The Original Indenture as supplemented by the First Supplemental Indenture is in all respects ratified and confirmed, and the Original Indenture, the First Supplemental Indenture and this Supplemental Indenture shall be read, taken and construed as one and the same instrument. Neither the execution of this Supplemental Indenture nor anything herein contained shall be construed to impair the lien of the Original Indenture on any of the property subject thereto, and such lien shall remain in full force and effect as security for all bonds now outstanding or hereafter issued under the Original Indenture. All covenants and provisions of the Original Indenture, except as modified by the First Supplemental Indenture and by this Supplemental Indenture, shall continue in full force and effect, and this Supplemental Indenture shall form part of the Original Indenture. All terms defined in Article 1 of the Original Indenture shall, for all purposes of this Supplemental Indenture, have the meanings in said Article 1 specified, unless the context otherwise requires.

SECTION 2. This Supplemental Indenture may be simultaneously executed in any number of counterparts, and all said counterparts executed and delivered, each as an original, shall constitute but one and the same instrument.

IN WITNESS WHEREOF, The Empire District Electric Company, party of the first part, has caused its corporate name to be hereunto affixed and this instrument to be signed by its President or a Vice President, and its corporate seal to be hereunto affixed and attested by its Secretary or an Assistant Secretary for and in its behalf; and Harris Trust and Savings Bank and The Joplin National Bank and Trust Company have each caused its corporate name to be hereunto

affixed, and this instrument to be signed by its President or a Vice President and its corporate seal to be hereunto affixed and attested by its Secretary or an Assistant Secretary for and in its behalf, all as of the day and year first above written.

THE EMPIRE DISTRICT ELECTRIC COMPANY

By J. E. HARSH
President.

[CORPORATE SEAL]

Attest:

C. F. RATLIFF
Secretary.

Signed, sealed and delivered by THE EMPIRE
DISTRICT ELECTRIC COMPANY in the pres-
ence of

G. M. HARVEY

T. L. CHEEK

HARRIS TRUST AND SAVINGS BANK,
as Trustee

By CHARLES J. ROUBIK
Vice President.

[CORPORATE SEAL]

Attest:

G. N. ASKEW
Assistant Secretary.

Signed, sealed and delivered by HARRIS TRUST
AND SAVINGS BANK in the presence of

R. H. LONG

H. D. ANDERSON

THE JOPLIN NATIONAL BANK AND TRUST
COMPANY, as Trustee

By J. E. GARM
President.

[CORPORATE SEAL]

Attest:

F. P. GILTNER

Secretary.

Signed, sealed and delivered by THE JOPLIN
NATIONAL BANK AND TRUST COMPANY in
the presence of

MAZIE KILMER

CLARA E. MORGANTHALER

United States Revenue Stamps in the amount of \$4,400 payable in connection with the issuance of the \$4,000,000 principal amount of First Mortgage Bonds, 3½% Series due 1978, have been affixed to an original executed counterpart of the Indenture now on file with Harris Trust and Savings Bank, principal Trustee thereunder, and duly cancelled as required by law.

HARRIS TRUST AND SAVINGS BANK

By G. N. ASKEW
Assistant Secretary.

STATE OF MISSOURI, }
COUNTY OF JASPER, } ss.:

BE IT REMEMBERED, and I do hereby certify, that on this 2nd day of February, 1948, before me, a Notary Public in and for the County and State aforesaid, personally appeared J. E. Harsh, President of The Empire District Electric Company, a Kansas corporation, and C. F. Ratliff, Secretary of said corporation, who are both to me personally known, and both personally known to me to be such officers and to be the identical persons whose names are subscribed to the foregoing instrument as such President and Secretary respectively, and as the persons who subscribed the name and affixed the seal of said The Empire District Electric Company, one of the makers thereof, to the foregoing instrument as its President and Secretary and they each acknowledged to me that they, being thereunto duly authorized, executed the same for the uses, purposes and consideration therein set forth and expressed, and in the capacities therein stated, as their free and voluntary act and deed, and as the free and voluntary act and deed of said corporation.

And the said J. E. Harsh and C. F. Ratliff, being each duly sworn by me, severally deposed and said: that they reside at the Connor Hotel, Joplin, Missouri, and 909 North Jackson Ave., Joplin, Missouri, respectively; that they were at that time respectively President and Secretary of said corporation; that they knew the corporate seal of said corporation, and that the seal affixed to said instrument was such corporate seal, and was thereto affixed by said Secretary, and the said instrument was signed by said President, in pursuance of the power and authority granted them by the by-laws of said corporation, and by authority of the Board of Directors thereof.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official notarial seal at my office in said county and state the day and year last above written.

My term expires July 7, 1950.

JOCILE MARET
Notary Public.

[NOTARIAL SEAL]

STATE OF ILLINOIS, }
COUNTY OF COOK, } ss.:

BE IT REMEMBERED, and I do hereby certify, that on the 6th day of February, 1948, before me, a Notary Public in and for the County and State aforesaid, personally appeared Charles J. Roubik, Vice President of Harris Trust and Savings Bank, an Illinois corporation, and G. N. Askew, Assistant Secretary of said corporation, who are both to me personally known, and both personally known to me to be such officers and to be the identical persons whose names are subscribed to the foregoing instrument as such Vice President and Assistant Secretary respectively, and as the persons who subscribed the name and affixed the seal of said Harris Trust and Savings Bank, one of the makers thereof, to the foregoing instrument as its Vice President and Assistant Secretary and they each acknowledged to me that they, being thereunto duly authorized, executed the same for the uses, purposes and consideration therein set forth and expressed, and in the capacities therein stated, as their free and voluntary act and deed, and as the free and voluntary act and deed of said corporation.

And the said Charles J. Roubik and G. N. Askew, being each duly sworn by me, severally deposed and said: that they reside at Wilmette and Downers Grove, Illinois, respectively; that they were at that time respectively Vice President and Assistant Secretary of said corporation; that they know the corporate seal of said corporation and that the seal affixed to said instrument was such corporate seal, and was thereto affixed by said Assistant Secretary, and the said instrument was signed by said Vice President, in pursuance of the power and authority granted them by the by-laws of said corporation, and by authority of the Board of Directors thereof.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official and notarial seal at my office in said county and state the day and year last above written.

My term expires September 18, 1948.

H. O. PALM
Notary Public.

[NOTARIAL SEAL]

STATE OF MISSOURI, }
COUNTY OF JASPER, } ss.:

BE IT REMEMBERED, and I do hereby certify, that on this 2nd day of February, 1948, before me, a Notary Public in and for the county and State aforesaid, personally appeared J. E. Garm, President of The Joplin National Bank and Trust Company, a corporation organized under the laws of the United States of America, and F. P. Giltner, Secretary of said corporation, who are both to me personally known, and both personally known to me to be such officers and to be the identical persons whose names are subscribed to the foregoing instrument as such President and Secretary, respectively, and as the persons who subscribed the name and affixed the seal of said The Joplin National Bank and Trust Company, one of the makers thereof, to the foregoing instrument as its President and Secretary and they each acknowledged to me that they, being thereunto duly authorized, executed the same for the uses, purposes and consideration therein set forth and expressed, and in the capacities therein stated as their free and voluntary act and deed, and as the free and voluntary act and deed of said corporation.

And the said J. E. Garm and F. P. Giltner, being each duly sworn by me, severally deposed and said: that they reside in the City of Joplin, Missouri; that they were at that time respectively President and Secretary of said corporation; that they knew the corporate seal of said corporation, and that the seal affixed to said instrument was such corporate seal, and was thereto affixed by said Secretary, and the said instrument was signed by said President, in pursuance of the power and authority granted them by the by-laws of said corporation, and by authority of the Board of Directors thereof.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official and notarial seal at my office in said county and state the day and year last above written.

My term expires July 7, 1950.

JOCILE MARET
Notary Public.

[NOTARIAL SEAL]